

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWNSHIP OF  
LITTLE EGG HARBOR

-AND-

AMERICAN FEDERATION OF STATE, COUNTY &  
MUNICIPAL EMPLOYEES, AFL-CIO DISTRICT  
COUNCIL #71, LOCAL 3304E

2007-2009

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## ARTICLE I RECOGNITION

### A. SECTION 1

The Employer hereby recognizes the Union, as the bargaining agent for the purpose of establishing salaries, wages, hours and other specified conditions of employment for all permanently appointed full-time employees in the Public Works Department in the classification listed under Schedule "B".

### B. SECTION 1(A) CHECK OFF

The employer agrees to deduct monthly union membership dues from the pay of those Employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all Employees shall be remitted to the Treasurer of the Union together with a list of the names of all members for whom the deductions were made by the tenth (10<sup>th</sup>) of the succeeding month after each deduction is made.

### C. SECTION 1(B) AGENCY SHOP

An Employee in the Bargaining Unit on the effective date of this agreement who does not join the Union within thirty (30) days thereafter, any new Employee who does not join within thirty (30) of initial employment within the Unit and any Employee previously employed within the Unit who does not join within ten (10) days of re-entry into employment within the Unit shall, as a condition of employment pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority Representative of the Employees in the Unit, provided that no modification is made in the provisions by a successor agreement between the Union and the Employer. For the purposes of this provision. Employees employed on a ten (10) month basis or who are re-appointed from year to year shall be considered to be in continuous employment.

## SECTION 2 NON-COVERED AND COVERED EMPLOYEES

A. (1) The following employees, except as otherwise set forth above, are specifically excepted from eligibility for representation by the Union and are not covered by this agreement: all managerial, executive, confidential, and supervisory employees within the meaning of the New Jersey Public Employer-Employee Relations Act; all professional employees; all law enforcement officers of the Little Egg Harbor Township Police Department; casual employees; temporary employees; all other employees. (2) Provisionally appointed employees who do not have underlying permanent status shall be specifically ineligible for representation by the Union and coverage by this collective bargaining agreement for a period of twelve (12) months measured from the date the employee is provisionally appointed. If a

provisional employee is not regularly appointed prior to expiration of the ineligibility period and remains employed by Employer, the provisional employee shall be eligible for Union representation effective on the first day after the ineligibility period expires. The provisional employee shall also be eligible for collective bargaining coverage at that time except that the following sections of this collective bargaining agreement are not applicable to provisional employees:

- B. Union acknowledges that the Township is regulated by the State of New Jersey, Department of Personnel (DOP) and, consequently, employees will be subject to applicable rules and regulations of DOP.
- C.. For purposes of this Agreement, a "full-time" employee is defined to mean an employee who regularly works 35 or more paid hours per week, who is represented by Union, and who is entitled to all or a portion of the benefits contained in this collective bargaining agreement. A "part-time" employee is defined to mean an employee who regularly works 8 hours or more per week but less than 35 paid hours per week and is not entitled to representation by Union, and is entitled to only the benefits contained in this collective bargaining agreement where specifically intended and indicated. A "casual employee" is an employee who works intermittently and/or regularly less than 8 paid hours per week.

Footnote 1: It is the intention of the parties that the bar to union representation and collective bargaining agreement coverage pertaining to provisional employees shall not include full-time employees who already have permanent status in the career service with Employer. For example, an employee who is regularly appointed to a title and subsequently is provisionally promoted pending promotional procedures would still be entitled to union representation and collective bargaining agreement coverage. However, a newly hired employee who is hired provisionally within the competitive division of the career service would not be entitled to union representation or collective bargaining agreement coverage until the future date of regular appointment or expiration of the six month ineligibility period contained in this Article in paragraph C.

## ARTICLE II

### SICK LEAVE

- A. Sick leave shall be defined as the absence of an Employee from duty because of non-occupational related illness, accident, injury, disability or exposure related to a contagious disease, or an absence, for a reasonable period of time, due to the serious illness or injury of a member of the Employee's immediate household.
- B. Employees shall be entitled to the following annual paid sick leave benefits:
  1. New permanent full-time employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 26th day of the calendar month. Employees who begin work after the 26<sup>th</sup> day of the month shall not be credited with any sick time for that month. After the initial month of employment and up to the end of the first calendar year (i.e., December 31st), full-time Employees shall receive one working day after each month of service.
  2. Thereafter, at the beginning of each calendar year (i.e., January to December) in anticipation of continued service, employees shall receive 16 working days. (1 1/3 days per month) annually as sick leave time.
- C. A covered Employee who does not utilize his or her annual sick leave or any part thereof may accumulate such unused sick leave time from year to year.
- D. A Employee who exhausts all paid sick leave time in anyone year shall not be credited with additional paid sick leave time until the beginning of the next calendar year except when an Employee qualifies as the recipient of sick leave through the Donated Leave Program.
- E. Paid sick leave time shall not accrue during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during a military leave, furlough extension leave, voluntary furlough, or approved leave under the Family & Medical Leave Act or Family Leave Act).
- F. Sick leave credits shall not accrue after an Employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation leave or other paid leave, including terminal leave.
- G. Should an Employee be separated for any reason from employment with the Township without having earned any used sick leave, he or she shall have the unearned portion deducted from his or her final paycheck on a prorated monthly basis.
- H. If an Employee is absent for reasons that entitle him/her to sick leave, the Employee's immediate supervisor shall be notified promptly not later than his/her

- H. If an Employee is absent for reasons that entitle him/her to sick leave, the Employee's immediate supervisor shall be notified promptly not later than his/her usual reporting time. In cases of emergency, the Employee shall notify his/her immediate supervisor as soon as reasonably practicable and shall submit a time-off request form on the day he/she returns to work.
- (1.) Failure to so notify the supervisor may be the cause of denial of the use of sick leave for the absence and may constitute cause for disciplinary action.
  - (2.) Absence without notice and approval for five (5) consecutive days shall constitute a resignation not in good standing.
- I. In the event of an absence for three (3) or more consecutive workdays, the Township Administrator or Department Head may require proof of illness, accident, disability, injury or disease from Employee when Employee uses sick leave time. Abuse of sick leave may be cause for disciplinary action. In all cases of reported illness, accident, disability, injury or disease, the Township reserves the right to direct Employee to submit to examination by a Township designated physician at the Township's expense as a condition of the Employee's continuation of sick leave or return to work. Any Employee required to submit to an examination shall not be required to travel to a physician's office which is located more than thirty (30) miles from the Employee's home except in cases where the Employee is required to be examined by a specialist.
- J. Any employee using paid sick leave shall be confined to his/her designated domicile during the scheduled work shift, excepting periods of hospitalization and examinations or attendance at a doctor's office, medical facility or pharmacy. The Employee shall not engage in any other work or employment during the sick leave period.
- K. Should an Employee be absent in an unauthorized manner, Employee may be subject to disciplinary action. Examples of "unauthorized absence" include feigning illness or injury, deceiving a physician as to medical condition, and violating any provisions concerning the reporting of sickness or illness.
- L. An Employee, with 10 or more years with the Employer, may annually request that Employer reimburse Employee at a straight time rate of pay for unused earned sick leave time. Under said policy Employee may be reimbursed for not more than one year (i.e., 16 days) of unused earned sick leave time at the discretion of the Employer. Approval for the reimbursement shall not be granted unless the Employee's sick leave bank contains at least thirty (30) days after deducting the number of days proposed for reimbursement.
- M. An Employee, with 10 or more years with the Employer, may convert up to ten (10) sick leave days annually into not more than ten (10) vacation days in accordance with the following conditions:

1. The request may be approved or disapproved at the discretion of the Employee's Department Head. Such approval shall not be unreasonably denied.
2. The employee must utilize the sick days that have been converted into vacation days and shall not carry the converted vacation leave time into the next calendar year, nor shall employee be compensated for said unused converted time.
3. Requests to use approved converted vacation leave time shall be made in the same manner as regular vacation leave time.
4. Approval for the conversion shall not be granted unless the Employee's sick leave bank contains at least thirty (30) days after deducting the number of days proposed for conversion.
5. The conversion shall not be granted unless Employee first uses all of his or her regular vacation leave time.

Supplemental Compensation Upon Separation:

N.

1. Employees hired prior to June 1, 1999, shall be entitled to supplemental compensation upon separation for earned, unused sick leave time in accordance with the following provisions:
  - a. (i.) In order to be eligible for supplemental compensation an Employee shall have been regularly employed by Employer for not less than ten (10) years.  
(ii.) Employees who are removed for cause as the result of criminal conviction or as the result of an agreement with a county, state or federal prosecuting agency to resign or retire in lieu of criminal prosecution arising out of work related matters shall not be eligible for supplemental compensation.  
(iii.) In the case of an Employee who would be eligible for supplemental compensation but who dies prior to formally separating from Employer, the estate of the deceased Employee shall be eligible to receive the supplemental compensation payment as if the Employee had separated regularly. Payment in such a case shall be made to the Employee's estate within sixty (60) days from the date Employer receives notice of the Employee's death.
  - b. The supplemental compensation shall be computed at the rate of 75% the Employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of separation. The daily rate shall be based upon the Employee's then current rate of pay prior to the

effective date of separation.

(i.) In lieu of the supplemental compensation provided for above an Employee may elect to convert all of his or her earned, unused sick leave time to terminal leave leading up to Employee's separation from Employer. Employee shall provide notice of this election to Employer at least sixty (60) calendar days prior to the date of separation, but in no case shall such notice be less than the number of terminal leave days plus sixty (60) calendar days.

(ii.) Overtime pay and other supplemental pay shall be excluded from the computation.

(iii.) Payment of supplemental compensation upon separation shall in no way affect any pension or retirement benefits for which a retired Employee is eligible.

2. **Employees hired on or after June 1, 1999**, shall be entitled to supplemental compensation upon separation for earned, unused sick leave time in accordance with the following provisions:

a.(i.) In order to be eligible for supplemental compensation an Employee shall have been regularly employed by Employer for not less than ten (10) years.

(ii.) Employees who are removed for cause as the result of criminal conviction or as the result of an agreement with a county, state or federal prosecuting agency to resign or retire in lieu of criminal prosecution arising out of work related matters shall not be eligible for supplemental compensation.

(iii.) In the case of an Employee who would be eligible for supplemental compensation but who dies prior to formally separating from Employer, the estate of the deceased Employee shall be eligible to receive the supplemental compensation payment as if the Employee had separated regularly. Payment in such a case shall be made to the Employee's estate within sixty (60) days from the date Employer receives notice of the Employee's death.

b. The supplemental compensation shall be computed at the rate of 50% the Employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of separation up to a maximum of \$18,000.00. The daily rate shall be based upon the Employee's then current rate of pay prior to the effective date of separation. The supplemental compensation shall not exceed \$18,000.00.

(i.) Overtime pay and other supplemental pay shall be excluded from the computation.

(ii.) Payment of supplemental compensation upon separation shall in no way

## ARTICLE III

### LEAVES OF ABSENCE

- A. Paid Leave: Paid leaves of absence shall be allowed by the Employer for the benefit of full-time Employees, in accordance with the following conditions:
1. **Bereavement Leave.** In the event of a death in the immediate family of the Employee, which shall be defined as spouse, parent, step-parents, spouse's parents, children, step children, brother, sister, grandparents, grandparents-in-laws, brother/sister in-laws or other members of the employee's immediate household. The Employee may be granted up to **maximum of five (5) working days leave of absence** with pay. Two (2) days shall be granted for the death of any other relation. Employer may request verification of the need for use of the bereavement leave. Employer may require verification of the need for bereavement leave. In the event an Employee is on an approved leave of absence (Vacation, Family Medical Leave, including a workers compensation leave, exceeding thirty (30) days the Employee shall not be entitled to the bereavement leave benefit provided for herein during the period of approved leave.
  2. **Personal Leave.** Employees shall be entitled to forty (40) hours paid personal leave per annum, non-cumulative. No reason need be given other than said days are being taken under this Article. Except in cases of emergency, an Employee shall give 3 calendar days advance notice of his or her intent to use said personal leave. When an Employee provides at least thirty (30) days notice of intent to use personal leave, the Employee's immediate supervisor or Department Head, as the case may be, shall approve or disapprove the request within seven (7) business days. Such approval shall not be unreasonably denied.
  3. **Jury Duty.** Employees shall be granted a leave of absence when required to report for jury duty and shall be paid the difference between any compensation received for jury duty and Employee's regular pay, based upon a forty (40) hour work week, for the period of jury duty.
  4. **Work Related Injury or Disability.** A Employee who suffers an occupational illness or injury approved by Employer's workers compensation insurer, which prevents the Employee from performing his or her duties, shall be entitled to a paid leave of absence at full regular pay for the period s/he is unable to perform his or her duties, to an accumulated maximum of six (6) months per incident/injury. During this period of time, all temporary disability payments received by the employee under the provisions of the Workers Compensation Act shall be paid over to Employer. Employees shall not be eligible for a leave of absence with pay as specified in this section until the Employee has worked one hundred twenty (120) continuous calendar days. In such circumstances the newly hired employee shall be entitled only to the compensation required by the Workers Compensation Act.

Employee has worked one hundred twenty (120) continuous calendar days. In such circumstances the newly hired employee shall be entitled only to the compensation required by the Workers Compensation Act.

5. An employee who utilizes leave pursuant to subparagraphs (A)(1), (3), or(4), above shall not be employed elsewhere or for another employer for any reason during such leave.

B. Unpaid Leave Of Absence:

1. **Education:** After completion of one year of employment, full-time Employees may, upon written request, be granted a leave of absence, without pay, for educational purposes. The Employer shall have the right in its discretion to determine what constitutes educational purposes and to establish the terms and conditions of the leave. For any educational leave of absence more than ninety (90) days but less than one (1) year, the Employee may request in writing to the Township Committee prior to completion of the leave period, that the Employee be placed upon a preferential waiting list to be reassigned to his or her former job title.
2. **Family Leave:** Employees shall be eligible for unpaid "family leave" or "medical leave" in accordance with State and Federal statutes and regulations ("Family Leave Act" and "Family and Medical Leave Act"). Employees may coordinate use of available paid leave in conjunction with the rights accorded under the state and federal laws.
3. The Township Committee may grant and approve other unpaid leaves of absence upon such terms and conditions as may be approved by the Township Committee.

C. Military Leave of Absence:

Employees who are in the military service shall be entitled to paid leave when so required by state and federal statutes. Leave for reserve duty, training or other military duty may be granted by the Township Committee upon such terms and conditions which are not inconsistent with state and federal law. All requests for military leave must be made as soon as possible or within seventy-two (72) hours after receipt of orders.

## ARTICLE IV

### VACATION

- A. Effective January 1, 2002, Employees shall be entitled to the following annual vacation leave, with pay:

#### Eligibility:

1. New permanent, full-time employees shall only receive one working day (i.e., 8 hours) for the initial month of employment if he or she begins work on the 1st through the 26th day of the calendar month. Employees who begin work after the 26<sup>th</sup> day of the month shall not be credited with any vacation time for that month.
2. After the initial month of employment and up to the end of the first calendar year (i.e., December 31st), Employees shall receive one working day after each month of service. Thereafter, Employees shall receive annual paid vacation leave as follows:

<u>Eligibility</u>	<u>Leave</u>
From the beginning of the first full Calendar year of employment to the end of the third full calendar year of employment	12 days
From the beginning of the fourth full Calendar year of employment to the end of the sixth full calendar year of employment	15 days
From the beginning of the seventh full Calendar year of employment to the end of the tenth full calendar year of employment	20 days
From the beginning of the eleventh full calendar year of employment to the end of the fourteenth full calendar year of employment	25 days
From the beginning of the fifteenth full calendar year of employment and thereafter	30 days

3. Covered Employees shall be credited their annual vacation leave at the beginning of each calendar year, in anticipation of continued service, commencing on January 1st of their first full calendar year of employment.
- B. Vacation leave shall be scheduled based upon the needs of the Public Works Department and seniority when there is a conflict in vacation leave request. Employees shall submit a proposed vacation schedule to the Superintendent of Public Works no later than April 1<sup>st</sup> for the year. Employees may modify the proposed schedule during the year upon due notice and approval of the Superintendent. Where in any calendar year the vacation leave or any part therefore is not granted by reason of the pressure or requirements of the Employer, such vacation periods, or parts thereof, not granted shall accumulate and shall be granted the next calendar year.
- C. An Employee may request to receive his or her paycheck for the dates of the vacation leave on the pay cycle immediately preceding the scheduled vacation.
- D. Should an Employee be laid off, retire, or otherwise separate from employment with the Township, he or she shall be compensated for unused earned vacation leave time. Upon the death of a covered Employee, unused earned vacation leave shall be paid to the estate of the deceased Employee. Vacation leave is considered earned on a monthly basis even though the leave time may be credited on January 1st of each year.
- E. A Employee who exhausts all paid vacation leave in anyone year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.
- F. Vacation leave time shall not accrue and is not included in calculating years of continuous service during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during a military leave, approved leave under the Family & Medical Leave Act or Family Leave Act, furlough extension leave, or voluntary furlough).
- G. Vacation leave credits shall not accrue after an Employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other paid leave, including terminal leave.
- H. A covered Employee may annually request that Employer reimburse Employee at a straight time rate of pay for unused earned vacation leave time. Under said policy Employee may be reimbursed for not more than one year (i.e., 12 days) of unused earned vacation leave time in the discretion of the Employer.
- I. Should an Employee be separated from employment with the Township for any reason without having earned any used vacation leave, he or she shall have the unearned portion deducted from his or her final paycheck on a pro-rated monthly basis.

- J. An accumulation of up to one (1) year unused vacation time may be carried from the year earned to the next year. Thereafter, prior year's unused vacation leave time is forfeited.
- K.. Regular Part-time Employees shall be entitled to pro-rated Vacation Leave.

## ARTICLE V

### HOLIDAYS

#### SECTION 1. HOLIDAYS RECOGNIZED AND OBSERVED.

The following days shall be recognized and observed as paid holidays:

NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING DAY	COLUMBUS DAY
LINCOLN'S BIRTHDAY	GENERAL ELECTION DAY
PRESIDENT'S DAY	VETERAN'S DAY
GOOD FRIDAY	THANKSGIVING DAY
MEMORIAL DAY	FRIDAY FOLLOWING THANKSGIVING
PRIMARY DAY	CHRISTMAS DAY
INDEPENDENCE DAY	FLOATING HOLIDAY

#### SECTION 2 ELIGIBILITY REQUIREMENTS

Employees shall be eligible for holiday pay under the following conditions:

1. The employee **worked his/her schedule workday immediately prior to and after** the holiday unless the employee has been excused by the Superintendent of Public Works.
2. If the holiday falls during an Employee's scheduled vacation, the employee shall either be paid for the holiday or shall be given an additional vacation day.
3. Holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on a Sunday will be observed on the following Monday.

#### SECTION 3. HOLIDAY PAY

Eligible Employees shall be paid their base pay multiplied by eight (8) hours for each paid holiday. If an Employee is called in to perform unscheduled work on any holiday he/she shall be paid two times the regular hourly rate of pay for a minimum of two (2) hours in addition to the Employee's holiday pay.

## ARTICLE VI

### HEALTH & WELFARE

Employer will provide health insurance coverage to full-time covered Employees in accordance with the following provisions:

1. Employer will provide medical and hospitalization coverage, prescription drug coverage, dental coverage-and vision coverage as set forth in this Article to an Employee, Employee's spouse, and Employee's eligible dependents.
2. Employer reserves the right to change health insurance carriers, health care insurance plans or groups, and to make modifications to the aforesaid health care insurance plans from time to time as it appears to be in the best interest of the Employer provided, however, that there is no reduction in the level of benefits that are in effect on the pertinent enrollment dates and the Employer provides Union forty-five (45) days notice in advance of such change(s). At the time of notice Employer shall provide Union with the plan documents of both the in-force insurance and the proposed plan. Thereafter, in the case of any new health care insurance plan said plan shall provide equivalent or better coverage than the predecessor plan.
3. A plan summary chart listing the deductibles, co-payments, coinsurance, out-of-pocket maximums, and other key features of the plan is attached hereto as a schedule to this agreement. The Employer shall provide the Union a master copy of each in-force contract as soon as practicable after the date on which Employer receives the master contract from each health care insurance carrier.
4. **Retirement:** Employer agrees to pay all of the premiums related to providing medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage for an Employee, Employee's spouse and Employee's eligible dependents provided the Employee has retired after 25 years or more of service credit in a state or locally administered retirement system and a minimum period of service of 20 years with Employer at the time of retirement; or has reached the age of 62 years and retires with a minimum period of service of 15 years with Employer; or has retired on a disability pension, such retirement benefits to be provided in accordance with the provisions set forth below.
  - a. This benefit shall not apply to former employees who retired on or before January 1, 2001.
  - b. This benefit shall terminate at such time as the retired Employee becomes eligible for Medicare.
  - c. A retired Employee's entitlement to all or any part of health insurance coverage provided to non-retired Employees shall be limited to the coverage, including, but not limited to, the deductibles, co-payments, and out-of-pocket limits, contained in the health care insurance plans of the same type provided to Employees who have not retired.

- d. Union agrees that the provisions pertaining to retiree health insurance benefits contained herein shall be renegotiated in the event the EEOC and/or a court of competent jurisdiction determine that the pertinent contract language violates the ADEA or other federal or state law. Union waives any and all claims against Employer, known or unknown, under the ADEA and/or other applicable federal or state law in regard to the "Medicare bridge" retiree health insurance benefits provided for in this agreement.
5. **Cost Containment:** Union and Employer recognize the rising costs related to health care in general and to health care insurance in particular. In order to help contain these rising costs and ensure the Employer's ability to continue providing Employees health care insurance, Employees agree to the following cost containment measures:
- Any Employee who retires after January 1,2001, shall be ineligible for the health care coverage provided for in this Article in the event that the retired Employee or retired Employee's spouse is employed by or retired from the State of New Jersey, Township of Little Egg Harbor (as to retired Employee's spouse), Little Egg Harbor Township Municipal Utilities Authority, Little Egg Harbor School District, Pinelands Regional School District or any other employer and is entitled to health care insurance comparable to the health care insurance offered by Employer (Township). In any circumstance where the other health care insurance does not include one or more of the types of coverage offered by Employer (i.e., medical and hospitalization, prescription drug, dental, or vision), the retired Employee shall be entitled to enroll in Employer's plan for that type of coverage. For example, if a spouse's coverage includes medical and hospitalization and prescription drug coverage, but not dental and vision coverage, the retired Employee will be entitled to enroll in Employer's dental and vision plans. In the event Employee's spouse becomes ineligible for health care insurance provided by his or her employer or through his or her retirement, Employee shall be eligible to re-enroll in Employer's plans as provided for in this Article in subparagraph 4.
6. **Health Insurance:** It is understood and agreed by the parties that the continual rising cost of healthcare insurance is of great importance and concern and that efforts must be undertaken by the Township and the Union to ensure that such cost are contained. To accomplish and facilitate the goal of containing and reducing health care cost, it is expressly agreed between parties that should there be an agreement between the Township and all collective bargaining units and all other participants in the plan for establishment and utilization of cost savings plans on the costs of any health insurance premium, the parties shall agree to reopen the collective bargaining agreement on Health Insurance without opening any other portion of the collective bargaining agreement

## ARTICLE VII

### SENIORITY

#### SECTION 1. DEFINITION

Seniority for purposes of matters not regulated or controlled by the State of New Jersey Department of Personnel means an Employee's length of continuous service with the Employer from the date of the Employee's anniversary date of hire.

#### SECTION 2. WORKING TEST PERIOD

1. Except as otherwise provided for by and in accordance with Sub-Chapter 5 of Chapter 4 of Title 4A of New Jersey Administrative Code, all regular appointments to a title in the career service shall be subject to a working test period of ninety (90) days, which may not be extended. The working test period shall begin on the date of regular appointment and shall not include any time served by an Employee under provisional, temporary, interim or emergency appointment.
2. An Employee may be separated for unsatisfactory performance at the end of the working test period and may be disciplined during the working test period.

#### SECTION 3. LAYOFFS

Employer may institute layoff actions for economy, efficiency or other related reasons. In such cases, the procedures for layoffs and Employee layoff rights shall be as set forth in Chapter 8 of Title 4A of the New Jersey Administrative Code.

**ARTICLE VIII**  
**UNIFORM ALLOWANCE & DRESS CODE**

**SECTION 1. UNIFORM ALLOWANCE**

1. Each Employee shall receive an annual allowance in the sum of Eight Hundred Dollars (\$800.00) payable in two installments during the year. The first installment of \$400 due in June and the second installment due December.
2. During the first calendar year of employment the uniform allowance shall be pro-rated upon the number of months and days actually worked by the Employee including the working test period.

**SECTION 2. UNIFORMS**

No later than September 30<sup>th</sup> of each year, all employees shall receive the uniforms provided by the Employer in accordance with Schedule "A" of this Agreement

**SECTION 3. DRESS CODE**

During working hours every Employee shall be responsible for wearing the uniforms provided by the Employer. The appearance of the Employee's uniform will be appropriately neat and clean. If an Employee is not in appropriate uniform he/she will be sent home to change into the uniform and be docked for the lost time.

## ARTICLE VI

### WAGES

#### SECTION 1. WAGE SCHEDULE

1. Effective January 1, 2007, the starting rates of pay for covered Employees shall be as set forth in "Schedule B" attached hereto, made a part hereof and shall not extend beyond December 31<sup>st</sup>, 2009.
2. Covered employees shall receive a wage adjustment of \$.75 per hour effective the first of January, 2007, and a wage adjustment of \$.50 per hour effective the first of January, 2008 and an additional \$.20 on the first of July, 2008 and a wage adjustment of \$.50 per hour effective the first of January, 2009 and an additional \$.20 on the first of July, 2009. The parties have agreed that if any employee's hourly rate is below the starting salary for the title, the hourly rate will be changed to conform with Schedule "B" of this contract.

#### SECTION 2. LONGEVITY

1. Employees are entitled to longevity and shall have it added to their "base pay". [i.e., regular rate of pay + longevity = base pay] for payroll purposes and it shall be paid on a biweekly basis with regular pay. Longevity shall become part of base pay effective on the employee's anniversary date according to the schedule below:

Five (5) years of service	2% of regular rate of pay
Eight (8) years of service	4% of regular rate of pay
Eleven (11) years of service	6% of regular rate of pay
Fourteen (14) years of service	8% of regular rate of pay
Seventeen (17) years of service	10% of regular rate of pay

2. Longevity payments shall commence with the start of the employee's fifth (5th) year. Employees shall move to their next step on the employee's anniversary date of hire.

#### SECTION 3. DIFFERENTIAL PAY

The Employer agrees that under certain circumstances a temporary differential rate of pay shall apply. The circumstances under the differential pay shall apply and the rates of the differential pay are provided in Schedule "C" of this Agreement.

## ARTICLE X

### WORK WEEK, REST PERIODS, OVERTIME AND CALL IN TIME

#### SECTION 1. WORK WEEK

A regular workweek consists of forty (40) or more paid hours over five days for full-time employees.

#### SECTION 2. REST PERIOD

Work schedule for Employees shall provide for a fifteen-minute rest period during each one-half shift. The rest shall be scheduled at the middle of each one-half shift when feasible.

#### SECTION 3. OVERTIME

Overtime shall be defined as any paid time worked in excess of a regular forty (40) hour work week.

1. Overtime shall be paid at one and one-half times the Employee's base pay and shall be paid in the form of cash payment and not compensatory time. All paid time shall be used to compute eligibility for overtime.
2. The Employer shall make reasonable efforts to assign overtime work on the basis of an equal distribution of all Employees working within the same job classification.
3. In order to meet the demands of work, employees may be required to work a reasonable amount of overtime in excess of the normal workweek.
4. The Employer reserves the right to assign overtime work on the basis of reverse seniority in the classification where all eligible Employees have been offered overtime and have refused the overtime assignment.

#### SECTION 4. MEAL ALLOWANCE

After twelve (12) hours of continuous work,(8 regular hours + 4 overtime hours) Employees shall receive a \$15.00 meal allowance plus a thirty minute rest period. Employees shall receive an additional \$15.00 meal allowance for every continuous four hours of overtime, thereafter.

#### SECTION 5. CALL IN TIME

1. Employee called in to work outside his/her scheduled shift shall be paid a minimum of two hours at one and one-half times the regular hourly rate of pay, commencing with the time the Employee received the phone call.
2. Call in pay on holidays shall be provided for in Section 3 of Article V of this agreement.

## ARTICLE XI

### GRIEVANCE PROCEDURE

A. Any grievance or dispute arising between the Union and the Employer with respect to the application, meaning or interpretation of the provisions contained in this Agreement, or in the written policies or administrative decisions of the Employer, shall be settled in the following manner:

**Step 1:** Employee, or Employee's duly designated representative at the request of the Employee, shall take up the grievance with the Employee's immediate supervisor by filing a written grievance within ten (10) working days from the date of the occurrence giving rise to the grievance or the date Employee should reasonably have known of the grievance. Failure to file the written grievance within said period of time shall be deemed an abandonment of the grievance and there shall be no further appeal or review. The Department Head shall attempt to adjust the grievance informally but shall respond in writing to the Employee or Union within five (5) working days after receiving the grievance.

**Step 2:** If Employee's grievance is not resolved at Step 1 by the Department Head or if no response is provided by the Department Head within the time allowed, the grievance may be presented in writing to the Township Administrator within seven (7) calendar days from the date Employee receives the response of the Department Head or should have received same in the event no response was provided. The Township Administrator shall meet with the Union Steward at a special meeting within ten (10) working days of the receipt of the grievance by the Township Administrator and shall reply in writing to the grievance within 5 working days after the meeting. Failure to file an appeal with the Township Committee within seven (7) shall constitute an abandonment of the grievance by the Employee and the Union.

**Step 3:** a. If Employee's grievance is not resolved at Step 2 by the Township Administrator within the time allowed, the Union shall have the right to binding arbitration in accordance with the provisions of this Agreement by filing a request for binding grievance arbitration with the Public Employment Relations Commissions (PERC) within thirty (30) working days from the date Employee receives the Township Administrator's response. If no response is received by the Township Administrator, the grievance shall be deemed to be granted and the remedy requested shall be granted.

- b. PERC, in accordance with its rules and regulations, shall be requested to arrange for the appointment of an arbitrator or panel of arbitrators, who shall have power to hear and determine the dispute between the two parties. The arbitrator shall have the authority to hear and determine the grievance and his/her decision shall be binding on the parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) calendar days after the hearing has been closed. The expense of the arbitrator shall be borne equally by both parties. The party incurring it shall pay all other costs.
1. The parties may request the arbitrator to decide, as a preliminary issue, whether s/he has jurisdiction to hear and decide the matter in dispute.
  2. The arbitrator shall not be permitted to hear and decide more than one (1) grievance at a time.
  3. The arbitrator shall be bound by the provisions of this Agreement and Constitution and laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplements thereto.
  4. The decision of the arbitrator shall be in writing and shall include a statement of reasons for such decision. Said decision shall be issued within thirty (30) days of the close of the hearing.
- B. If an Employee elects to exercise any rights of appeal or other remedies available through any other administrative or civil procedure (e.g., Merit System statutes and regulations), Employee by such election shall be deemed to have waived the provisions of this Article, including the right to binding arbitration.

ARTICLE XII  
STRIKES & LOCKOUTS

SECTION 1.

In addition to any other restriction under the Law, there shall be no strikes, work stoppages or slow downs of any kind during the term of this Agreement and the Employer shall not cause any lockout. No officer or representatives of the Union shall authorize, institute or condone any such activity. No Employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any Employee who participates in a violation of the provisions of this Article.

SECTION 2.

The Union shall be prohibited from scheduling any membership meetings or demonstrations which may have the same effect as a strike, work stoppage or slowdown.

## ARTICLE XIII

### MANAGEMENT RIGHTS

## SECTION 1.

Nothing contained in this Agreement shall be deemed to limit or restrict the Employer in any way in the exercise of the functions of Management and all matters not expressly covered by the terms of this Agreement shall be deemed management functions and prerogatives.

## SECTION 2.

- SECTION

  - A. Except as abridged, limited or modified by the terms of this Agreement, Employer may exercise all rights, powers, duties, authorities and responsibilities conferred upon and invested in it by the laws and the Constitution of the state of New Jersey and the United States of America.
  - B. Except as abridged, limited or modified by the terms of this Agreement, or law, all such rights powers, duties, authorities, responsibilities and prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activity of Employees, are retained by the Employer.
  - C. The Township Administrator may, at his/her discretion, curtail all non essential activities within the confines of the municipal complex and other public facilities during times of weather related or other uncontrolled situations and require those non-essential employees to use their leave time, during such times without due recourse of those essential employees required to remain at their normal assignments. Those nonessential employees who, for whatever reason, request and are permitted to remain at their normal assignments during such curtailment, may do so without additional compensation.
  - D. The Township of Little Egg Harbor retains and reserves unto itself the executive, management, and administrative control of the Township Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Township.
  - E. The Township of Little Egg Harbor retains and reserves unto itself the power to make rules of procedure and conduct; to use improved methods and equipment; to determine work schedules and shifts consistent with law; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of work required.
  - F. The Township of Little Egg Harbor retains and reserves unto itself the right of management to make such reasonable policies and procedures and rules and

regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the departments and offices after advance notice thereof to the Union. Proposed new rules or modification of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.

- G. The Township of Little Egg Harbor retains and reserves unto itself the right to hire all employees; to promote, transfer and assign employees; to retain employees in positions within the Township; and to suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause, consistent with this Agreement.
- H. In the exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Township, the adoption of policies, procedures, rules, regulations, Codes of Conduct, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable laws, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the United States.
- I. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40AI-1, et seq. or any other federal, state, county or local laws or regulations.

### SECTION 3.

In the event the Employer shall decide to contract out or sub-contract any public work that may affect some or all the Employees in the bargaining unit, the Employer shall give the Union ninety (90) days notice of such intention. In addition, the Employer shall, subject to the requirements of the Laws of the State of New Jersey including Civil Service statutes and regulations, attempt to relocate the bargaining unit Employees in order of seniority to similar position or employment within the Township. The Employer shall also attempt to assist such Employees in obtaining similar employment with the successful bidder for such public work as contracted or subcontracted. Nothing in this section shall create any legal or contractual duty on the part of the Employer to either relocate Employees or to secure employment with the successful bidder.

## **ARTICLE XIV**

### **GENERAL PROVISIONS**

#### **NO DISCRIMINATION**

The Employer and the Union agree that each provision of this Agreement shall apply equally to all covered employees and that there shall be no intimidation of, interference with, or discrimination against an employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital status, disability, blood trait, United States or State Armed Services activity, Union activity or non-Union membership or any other protected class under law.

#### **SECTION 1. UNION BULLETIN BOARD**

**Employer shall supply and maintain a suitable bulletin board, in a convenient place for Union's use, within the employee's work area.**

#### **SECTION 2. UNION ACTIVITIES ON EMPLOYER'S TIME & PREMISES**

The Employer agrees, during working hours on the Employer's premises, without loss of pay, Union representatives shall be allowed to post union notices, distribute union literature, solicit union membership during other Employees' non-working time, and attend negotiation meetings, transmit communications authorized by the local union or its officers to the Employer or it's representative concerning the enforcement of any provision of this Agreement, provided that none of the above activities shall substantially interfere with the work activities or schedule of the Employer. Meetings with individual members can be, at representative discretion, in a secluded area of the members' place of work or in any other area within the Township's buildings. Employees who represent the Union shall be permitted to attend Union functions on normal workdays without any loss of time or pay.

#### **SECTION 3. VISITS BY UNION REPRESENTATIVES:**

The Employer agrees that accredited representative of the Union, whether local union representatives, council representatives or national representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business, provided notice has been furnished to the Employer and provided that none of such activities shall substantially interfere with the Employer's work schedule and activities.

**ARTICLE XV**  
**SAFETY & HEALTH**

At all times, the Employer will maintain safe and healthful working conditions, and will provide Employees with tools and devices that may be reasonably necessary to insure their health and safety. The Union may designate an individual as a representative on any Health and/or Safety Committees of the municipality.

Two men shall be assigned on the back of each garbage truck, if at all possible.

**ARTICLE XVI**  
**GUARANTEED WORK WEEK**

Every Employee shall be guaranteed a forty (40) hour workweek from Monday through Friday for regular work operation.

**ARTICLE XVII**  
**MECHANICS TOOLS**

The Township agrees to provide power tools for the mechanics' use. A \$1,000 tool allowance shall be allocated to be used for the purchase of such tools as approved by the Superintendent of Public Works.

**ARTICLE XVIII**  
**SAVINGS CLAUSE**

It is understood and agreed that if any provision(s) of this Agreement or any application of the provisions of this Agreement to Employees shall be held invalid or contrary to law by a court of competent jurisdiction, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law. The remainder of this Agreement, all other provisions and applications, shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XIX**  
**TERMINATION & EXTENSION OF AGREEMENT**

This Agreement shall be effective and remain in full force and effect from January 1, 2007 through December 31, 2009, or until a successor Agreement is executed

**ARTICLE XX**  
**COMPLETENESS OF AGREEMENT**

This Agreement constitutes the entire collective bargaining agreement between the parties and contains all of the benefits Employees are entitled to receive notwithstanding the established past practices in existence prior to this Agreement, and includes and settles for the term of this Agreement, all matters which were or might have been raised in all collective bargaining negotiations leading to the signing and execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be signed by their proper officials, and their seals attached, on the days noted below:

ATTEST:

DIANA K. McCracken, RMC  
DIANA MCCRACKEN, MUNICIPAL CLERK

12/12/07  
Date:

Raymond Drezio  
RAYMOND DREZZIO,  
TOWNSHIP ADMINISTRATOR  
TOWNSHIP OF LITTLE EGG HARBOR:

12/12/07  
Date

AFSCME LOCAL 3304E

Union Representative

Paul Tolth

Date

12/11/07  
Date

Union Representative

John P. Hemmy

JOHN P. HEMMY, ASSOCIATE DIRECTOR

11 Dec 2007

Date

## SCHEDULE "A"

Each Employee shall be given the choice of summer or winter clothing. The Employer agrees to provide each Employee with the following uniforms:

- 3 Pairs of pants
- 3 Shirts
- 2 Jackets/or 1 Jacket and 1 Pair of Coveralls
- 1 pair of Work Shoes (\$55 boot allowance in lieu of Township supplied)
- 5 T-Shirts

At the discretion of the Superintendent of Public Works, an Employee may be issued other summer or winter clothing of similar value as a substitute for the above listed clothing when the Employee demonstrates that he/she is not in need of the clothing listed but is in need of other suitable work clothing.

SCHEDULE "B"

STARTING HOURLY RATES OF PAY

<u>TITLE</u>	<u>Jan - 2007</u>	<u>Jan - 2008- July</u>	<u>Jan - 2009- July</u>
Laborer	\$14.45	\$14.95 - \$15.15	\$15.65 - \$15.85
Laborer w/CDL	\$15.45	\$15.95 - \$16.15	\$16.65 - \$16.85
Sanitation Worker	\$14.45	\$14.95 - \$15.15	\$15.65 - \$15.85
Sanitation Worker w CDL	\$15.45	\$15.95 - \$16.15	\$16.65 - \$16.85
Sanitation Driver	\$16.45	\$16.95 - \$17.15	\$17.65 - \$17.85
Building Maintenance	\$14.45	\$14.95 - \$15.15	\$15.65 - \$15.85
Building Maintenance w/CDL	\$15.45	\$15.95 - \$16.15	\$16.65 - \$16.85
Recreation Maintenance	\$15.95 to \$17.95	\$16.45 - \$16.65 to \$18.65	\$17.15 - \$17.35 to \$19.35
Recreation Maintenance w/CDL	\$16.95 to \$18.95	\$17.45 - \$17.65 to \$19.65	\$18.15 - \$18.35 to \$20.35
Mechanic	\$14.95 to \$18.95	\$15.45 - \$15.65 to \$19.65	\$15.95 - \$16.35 to \$20.35
Mechanic w/ CDL	\$15.95 to \$19.95	\$16.45 - \$16.65 to \$20.65	\$17.15 - \$17.35 to \$21.35

1. Where a range is indicated as a starting rate of pay, Employer reserves the right to pay a new employee within that range depending upon experience, training and education.
2. An employee who is promoted to Sanitation Driver shall receive a permanent pay adjustment equal to one dollar (\$1.00) per hour.

Schedule "C"

- A. The purpose of this schedule is to specify the duties required of employees in order to be entitled to the temporary differential pay. The circumstances under which pay shall apply and the rates of differential pay are provided below.

TEMPORARY POSITION	HOURLY RATE
Acting Foreman.	\$2.00
Light & Heavy Construction – such as, Building Construction, Roof Repairs, Fence Installation	\$1.00 to \$2.00
Snow Removal/Salting – Employee who drives a vehicle, but only when the driver is actually engaged in salting and/or plowing	\$1.00
Equipment Operator – Employee assigned to operate the front-end loader or backhoe outside the Public Works Yard	\$2.00
Storm Water Management – Cleaning out Storm Drains Driver and Operator of Vehicle Helper assigned to truck Street Sweeper Operation	\$1.50 \$ .50 \$1.00
Recycling Trucks – Employee assigned to "Side Loader"	\$1.00